

AMENDMENT NUMBER 1
DATE: October 6, 2004
STATE OF MARYLAND
DEPARTMENT OF GENERAL SERVICES
Office of Procurement and Logistics

DGS-CE-001/DGSS0162276
Coordinating Entity For Certified Sheltered Workshops
Selling Entity

This Amendment is issued to clarify, add to, delete from, correct and/or change the RFP documents to the extent indicated and is hereby made a part of the said RFP documents on which the contract will be based. This Amendment becomes part of the RFP package. COMAR 21.05.02.08 requires all Amendments issued to be acknowledged.

This Amendment consist of:

- 1. Clarifications to the RFP documents**
- 2. Revised Price Proposal Form (attached)**
- 3. Conflict of Interest Affidavit and Disclosure Form (attached)**

Issued by:

State of Maryland
Department of General Services
Office of Procurement and Logistics
301 W. Preston Street - Room M-7
Baltimore, Maryland 21201

Myrna L. Harris

Myrna L. Harris
Procurement Officer
Facilities Maintenance Contracting

AMENDMENT TO THE INVITATION TO BID
DGS-CE-001/DGSS0162276
Coordinating Entity for Certified Sheltered Workshops Selling Entity

I. RFP CLARIFICATION:

A. Part I., Page 3, Note:, second paragraph - shall be revised to read, “As used in this RFP and the contract resulting from it, the term ‘Provider’ **and ‘Certified Sheltered Workshop’** include those....”

B. Part II.B., Page 4 - delete the last sentence of the last paragraph, add the following:

The fee shall be calculated as a percentage of actual payments made by the State to the Provider. The fee shall be payable by the Provider to the coordinating entity no later than within a reasonable time after the Provider receives each payment from the State or at such other times as the Provider and the coordinating entity may agree.

Fees for services rendered under this contract are applicable to the contract year only. The coordinating entity is not entitled to fees in subsequent years of multi-year contracts.

C. Part IV.A.3., last sentence - revised to read, “The summary shall also identify any exceptions the offeror has taken to the requirements of this RFP, **the Price Proposal Form**, or any other attachments.”

D. Part V.C., - add as second paragraph:

“All work performed under the provisions of this RFP shall be held exclusively to the offeror’s in-house personnel. Sub-contracting is not allowed on this contract.”

E. Part V.B., first paragraph - add sentence to read, **“Offeror must submit Form 501C3 as proof.”**

II. PRICE PROPOSAL FORM

Page 1, second paragraph from the bottom - delete paragraph and replace with the following:

“The fee shall be calculated as a percentage of actual payments made by the State to the Provider. The fee shall be payable by the Provider to the coordinating entity no later than within a reasonable time after the Provider receives each payment from the State or at such other times as the Provider and the coordinating entity may agree.” (Use revised form attached)

III. MANDATORY TERMS AND CONDITIONS

- A. Item 23. CONFIDENTIALITY - Delete
- B. Item 26. SMALL BUSINESS - Delete
- C. Item 27. OPEN AUCTION FORUM - Delete

- END OF AMENDMENT #1 -

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail--attach additional sheets if necessary):

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror will immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

PRICE PROPOSAL FORM

Department of General Services _____ Project No. **DGS-CE-001**
STATE OF MARYLAND
Division of Procurement & Logistics
301 West Preston Street, Room M-7
Baltimore, Maryland 21201

Gentlemen:

We hereby submit our price proposal for:

COORDINATING ENTITY FOR CERTIFIED SHELTERED WORKSHOPS SELLING ENTITY

Having carefully examined the Request For Proposal, dated September 21, 2004, including

Addenda Numbered _____

and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, materials and equipment called for by the said documents, for the stipulated fee percentage of:

PERCENTAGE: _____ %

It is understood that the percentage stated above will be firm for a time period of ninety (90) calendar days from the proposal opening date and that if the undersigned be notified of acceptance of this percentage within this time period, the offeror will execute a contract which will bind the offeror to said percentage for the term of the contract.

The fee shall be calculated as a percentage of actual payments made by the State to the Provider. The fee shall be payable by the Provider to the coordinating entity no later than within a reasonable time after the Provider receives each payment from the State or at such other times as the Provider and the coordinating entity may agree.

Failure to properly and completely fill in all blanks may be cause for rejection of this bid.

CONTRACTOR LICENSE NO. DATE OF ISSUANCE PLACE OF ISSUANCE

Revised 10/6/04

FEDERAL EMPLOYER IDENTIFICATION NO.
(OR SOCIAL SECURITY NO. IF NO F.E.I.N.)
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INDIVIDUAL PRINCIPAL

FIRM NAME: _____

SIGNED: _____
(SIGN & PRINT PRINCIPAL'S NAME)

ADDRESS: _____

TELEPHONE: _____ FAX: _____

IN THE PRESENCE OF
WITNESS: _____

PARTNERSHIP PRINCIPAL

NAME OF CO-PARTNERSHIP: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

_____ AS TO BY _____
(SIGN & PRINT PARTNER'S NAME)

_____ AS TO BY _____
(SIGN & PRINT PARTNER'S NAME)

_____ AS TO BY _____
(SIGN & PRINT PARTNER'S NAME)

IN THE PRESENCE OF
WITNESS: _____

CORPORATE PRINCIPAL

NAME OF CORPORATION: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

ATTEST:

BY: _____

(CORPORATE SECRETARY)

BY: _____

(SIGN OFFICER'S NAME & TITLE)

BY: _____

(PRINT OFFICER'S NAME & TITLE)

AFFIX CORPORATE SEAL